

## AGREEMENT FOR TRAINING SERVICES COR-SVCS-2019-0220-CCB

This Agreement is made by and between Crime Control Bureau, Montana Department of Corrections (MDOC) and Tara Patet, 16206 Hominy Path, Lakeville, Minnesota, 55044. The Agreement is valid upon execution through July 31, 2019.

Tara Patet is a Senior Prosecutor in the State of Minnesota and has a background in prosecution and abuse in later life and is willing to provide training services to MDOC. Based on this background, MDOC desires to have services provided by Tara Patet. Therefore, the parties agree as follows:

### DESCRIPTION OF SERVICES.

Tara Patet will provide the following services (collectively, the "Services"):

- a. Develop a one-day Advanced Training for law enforcement officers on Investigating Elder Abuse, Neglect, and Financial Exploitation of Victims of Abuse in Later Life
- b. Facilitate all-day training on July 10, 2019, in Helena, Montana
- c. Facilitate all-day training on July 12, 2019, in Billings, Montana
- d. Provide a copy of any accompanying written materials to be distributed to training participants to MDOC one week prior to the training.

### PERFORMANCE OF SERVICES.

MDOC agrees to work with Tara Patet on an independent contractor basis. The manner in which the Services are to be performed and the specific hours to be worked by Tara Patet shall be determined by Tara Patet except as specified in description of services. MDOC will rely on Tara Patet to work as many hours as may be reasonably necessary to prepare for and fulfill obligations under this Agreement.

### PAYMENT.

MDOC will pay a fee to Tara Patet for the Services in the total amount of \$ 3,150.00. Upon completion of services, the total amount shall be payable to Tara Patet.

### EXPENSE REIMBURSEMENT

In addition to the above Fee, MDOC will reimburse Tara Patet for the following "out-of-pocket" expenses:

- ⌚ Meals (excluding alcoholic beverages) at the federal per diem rate
- ⌚ Local transportation including parking and/or taxi services (receipt required)
- ⌚ Incidental expenses, not to exceed \$100 (receipt required)

MDOC will make lodging arrangements for Tara Patet and make direct payment to the lodging facility.

### ACCESS AND RETENTION OF RECORDS

Tara Patet shall provide the MDOC, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement compliance. MDOC may terminate this Agreement, without incurring liability, for Tara Patet's refusal to allow access as required by this section. (18-1-118, MCA.)

Tara Patet shall create and retain all records supporting these training services for a period of eight years after the completion date of this Agreement.

## ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Tara Patet may not assign, transfer, or subcontract any portion of this Agreement without MDOC's prior written consent. (18-4-141, MCA)

## HOLD HARMLESS/INDEMNIFICATION

Tara Patet agrees to protect, defend, indemnify, and hold harmless MDOC, its elected and appointed officials, agents and employees from and against all legal, equitable or administrative claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of Tara Patet's employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.

## COMPLIANCE WITH WORKERS' COMPENSATION ACT

Tara Patet shall comply with the provisions of the Montana Workers' Compensation Act while performing work for MDOC in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Tara Patet nor her employees, colleagues, support staff, or any other persons accompanying Tara Patet to or from Montana or provide any services related to this Contract is an MDOC employee. This insurance/exemption must be valid for the entire contract term. Upon expiration, a renewal document must be sent to MDOC's Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

## REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## AGREEMENT TERMINATION.

This Agreement shall terminate automatically upon completion by Tara Patet of the services required by this Agreement. The services shall be completed by July 31, 2019.

## CHOICE OF LAW AND VENUE

Montana law governs this Agreement. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, Lewis and Clark County, State of Montana, and each party shall pay its own costs and attorney fees.

## AUTHORITY

This Agreement is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5.

## EXECUTION

The parties through their authorized agents have executed this Agreement on the dates set out below.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**TARA PATET**  
**16206 Hominy Path**  
**Lakeville, MN 55044**

**BY: John Daugherty, Administrator**  
**Administrative Services Division**

DocuSigned by:  
  
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**(Signature)**

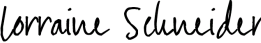
**DATE:** 5/21/2019

**BY: Tara Patet, Proprietor**


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**(Signature)**

**DATE:** 5/21/2019

**Approved as to Legal Content:**

DocuSigned by:  
  
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**Legal Counsel** 5/21/2019  
**(Date)**

**Approved as to Form:**

DocuSigned by:  
  
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**Procurement Officer** 5/21/2019  
**(Date)**